

## Amendment 187 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 187 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 14<sup>th</sup> day of February, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to update credit card payment gateway processing so that a bank will not hold funds against a customer's account when a transaction is not approved. This work is more fully described in PA-ROF *Bank Holds & Unapproved Transactions* (RFCS RFI 639 & Amendment 154) v3.0; December 21, 2011.
- C. The Parties agree that the Work necessary to modify the Cybersource Client Gateway software will be performed and compensated as described below.

## Agreement

### Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to modify the Cybersource Client Gateway software so that:
- (a) a bank will not hold funds against a customer's account when a transaction is not approved on the ORCA Cardholder and Business Account websites.
  - (b) the ORCA system will generate a new transaction type, which is an authorization reversal for an Address Verification Service (AVS) failed request.
- 1.2 The Contractor will perform the development-verification cycles using the Seattle Regional Test Bed environment to ensure appropriate values are set for the proposed new transaction type.

### Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed with Maintenance Release 17.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 3.0 Compensation Changes

- 3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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The Contractor will perform the work necessary to modify the Cybersource Client Gateway software	
<b>TOTAL</b>	<b>\$30,357</b>

#### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Eighty-seven shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]  
Its: General Manager  
Date: 2/8/12

The Agencies

By: [Signature]  
Their: Operations Manager  
On behalf of the Agencies  
Date: February 14, 2012